

EXHIBIT 25

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KING COUNTY
SUPERIOR COURT CLERK
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CASE NUMBER: 17-2-07094-7 KNT

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

CRISANTO MEDINA, a married man;
and FIRS HOME OWNERS
ASSOCIATION, a domestic nonprofit
corporation;

Petitioners,

v.

CITY OF SEATAC, a Washington
Municipal Corporation; and FIFE
MOTEL INC., a domestic corporation,
et al.,

Respondents.

NO. 17-2-07094-7

FIRST AMENDED
LAND USE PETITION

(Chapter 36.70C RCW)

INTRODUCTION

The owner of land underlying a mobile home park can close a mobile home park only by complying with reasonable requirements to protect the property and civil rights of manufactured home owners and residents. Unlike the typical leased residence, where the owner owns both the dwelling and the land, a mobile home park the owner owns the land, but the residents own the manufactured home. Each homeowner leases the land under and around their respective homes. These dwellings, formerly mobile homes, now manufactured homes, are almost always moved only once from the point of manufacture to be permanently affixed in a leased space or pad in a mobile home park. The homes in mobile home parks are generally the least expensive route to home

1 ownership for low- and moderate-income families. Because mobile home parks are
2 affected with the public interest in promoting stable, sustainable diversified housing—a
3 fundamental human right—mobile home park owners and residents are subject to
4 reasonable regulation, which include carefully balanced requirements for closing a
5 mobile home park: At least one-year proper notice of intent to close a mobile home
6 park, cooperative formulation and implementation of a relocation plan to successfully
7 relocate all residents of the mobile home park before a mobile home park can be closed
8 and converted to another land use. **This Land Use Petition Act appeal** was filed on
9 March 24, 2017, asserting pervasive procedural and substantive errors in the Firs
10 Mobile Home Park notice of closing and in the design, formulation and approval of the
11 Relocation Plan. Special accommodation and enhanced legal protections are applicable
12 for Firs residents because they are a cohesive community consisting of a vast majority
13 of whom are low income, elderly, disabled, Spanish-speaking and/or vulnerable adults
14 and innocent children residing in 62 homes. Applicable law not only governs the
15 Relocation Plan, but also its implementation: **This amended petition** is filed to review
16 and enjoin prohibited misconduct unlawfully interfering with successful implementation
17 of the Relocation Plan by the City of SeaTac and Fife Motel, Inc. dba as The Firs Mobile
18 Home Park by and through its manager, Mr. Jong Soo Park, in collaboration with his
19 consultants and attorneys, which occurred and continues to occur after petitioners filed
20 the LUPA appeal herein on March 24, 2017.

23 Pursuant to Land Use Petition Act, Chapter 36.70C RCW (LUPA), State
24 Environmental Policy Act, Chapter 43.21C (SEPA), Manufactured/Mobile Home
25 Landlord-Tenant Act, Chapter 59.20 RCW, SeaTac Municipal Code Chapter 15.465,
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and other applicable law, plaintiffs/petitioners Crisanto Medina and the Firs Home Owners Association (Firs Homeowners) for their first amended petition, allege and plead as follows:

I. JURISDICTION AND VENUE

1.1 The Court has jurisdiction over this matter under LUPA, SEPA, other applicable law, and under the grant of jurisdiction to superior courts through Article IV, Section 6 of the Washington State Constitution.

1.2 Venue properly lies in this court under RCW 4.12.010.

II. PARTIES

21 Name and mailing address of petitioners:

Crisanto Medina
20440 International Boulevard, Space 62
SeaTac, WA 98198

Firs Home Owners Association¹
c/o Barraza Law PLLC
14245F Ambaum Blvd SW
Burien, WA 98166

2.2 Name and mailing address of the attorney for all petitioners is:

Vicente Omar Barraza
Barraza Law PLLC
14245F Ambaum Blvd SW
Burien, WA 98166

2.3 The name and mailing address of the local jurisdiction whose land use decisions are at issue in this case is:

¹ The Hearing Examiner's Decision on Reconsideration identified the Firs Home Owners Association as "The Firs Mobile Home Park Homeowners Association."

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City of SeaTac
4800 South 188th Street
SeaTac, WA 98188-8605

2.4 The City Attorney of the City of SeaTac is:

Mary Mirante Bartolo,
4800 South 188th Street
SeaTac, WA 98188-8605

2.5 Name and mailing address of owner, applicant and, in this amended petition, its president (and manager of The Firs Mobile Home Park), Jong Soo Park, personally and his marital community, if any:

Fife Motel, Inc.
706 Marine Hills Way
Federal Way, WA 98003

2.6 Attorney for owner/applicant:

Walter H. Olsen, Jr.
Olsen Law Firm PLLC
205 South Meridian
Puyallup, WA 98371

2.7 Other parties requesting notice:

Jan Sylvester
12605 – 115th Ave Ct E
Puyallup, WA 98374

Earl Gipson
17050 51st Ave S
SeaTac, WA 98188-4236

III. DECISIONS and ACTIONS APPEALED

3.1 Petitioners appeal the Report and Decision and Decision on Reconsideration issued by the City of SeaTac Hearing Examiner, City of SeaTac case number APL 16-0001. The Hearing Examiner issued the Report and Decision on February 22, 2017 and the Decision on Reconsideration on March 6, 2017 (Land Use

Decision). The initial decision of the City of SeaTac was attached as **Exhibit A**; The Hearing Examiner's Report and Decision issued on February 22, 2017 was attached as **Exhibit B**; and the Hearing Examiner's Decision on Reconsideration on March 6, 2017 was attached as **Exhibit C** to petitioners' Land Use Petition herein filed on March 24, 2017 and are incorporated by reference as though fully set forth herein.

By this amended petition, petitioners further seek review of and petition for injunctive and other relief to bar respondents Fife Motel and Mr. Park from engaging in unlawful interference with successful implementation of the Relocation Plan, willfully violating laws governing operation and closure of mobile home parks, and the Court's May 26, 2017 Order on Initial Hearing and December 15, 2017 Order on Respondent SeaTac's Motion to Strike by filing and prosecuting separate eviction proceedings for improper and unlawful purposes against Firs residents (as of December 19, 2017, Messrs Park and Olsen have filed unlawful detainer proceedings against the residents of Firs spaces 4, 8, 14, 17, 21, 28 and 56, stating they will commence such proceedings against all Firs residents on the sole basis of not vacating by October 31, 2017 in an unlawful scheme to circumvent the requirements of law. The instant LUPA appeal challenges the validity of this underlying notice and the formulation and implementation of the Relocation Plan. The Court has statutory and inherent authority to restrain and sanction such misconduct.

IV. STANDING

4.1 Crisanto Medina is aggrieved or adversely affected by the Land Use Decision, and subsequent actions by Respondents as detailed in the records and files herein. He rents space 62 in the Firs Mobile Home Park where he resides with his

1 family in a mobile home they own. The decision of the City of SeaTac to approve
2 Respondent Fife Motel Inc.'s Relocation Plan for the Firs Mobile Home Park directly
3 affects Mr. Medina's possessory and personal property rights and those of other Firs
4 residents. Crisanto Medina, acting individually, as President of the Firs Home
5 Owners Association and on behalf of Firs residents, timely filed an appeal of the
6 Director's decision on October 31, 2016 and timely submitted supplemental
7 materials that were received on November 18, 2016.

8 4.2 Mr. Medina is President of the Firs Home Owners Association Board of
9 Directors. The Firs Home Owners Association incorporated as a nonprofit domestic
10 corporation on October 22, 2016 under Unified Business Identifier number 604047064.
11 The Firs Home Owners Association members are individual home owners who lease
12 spaces on which their manufactured homes are located who are aggrieved or adversely
13 affected by the Land Use Decision and subsequent misconduct by respondents.

14 4.3 Petitioners are prejudiced or are likely to be prejudiced by Mr. Jong Park's
15 purported decision to change from a mobile home park use to a non-mobile home park
16 use. Each Firs resident has interests and has and continues to assert those interests
17 herein that are among those that would be infringed if the Firs Mobile Home Park
18 were to be closed before all Firs residents are relocated to acceptable alternative
19 homes. SeaTac officials and staff was required to consider the Firs residents interests
20 when it made the Land Use Decision and thereafter implementing the Relocation Plan.
21 A judgment in favor of petitioners would substantially eliminate or redress the prejudice
22 caused or likely to be caused by the Land Use Decision. Petitioners have exhausted
23 administrative remedies to the extent required by law.
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V. STATEMENT OF ERRORS

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2 5.1 The City of SeaTac failed or refused to comply with applicable provisions
3 of law, including but not limited to LUPA, SEPA, Manufactured/Mobile Home Landlord-
4 Tenant Act Chapter 59.20 RCW, SeaTac Municipal Code Chapter 15.465, and
5 applicable constitutional rights. The Hearing Examiner errored as follows:

6 a. **Finding no. 2:** The Examiner failed to follow prescribed
7 procedures, disregarded duties or abused discretion to the extent that the
8 Examiner erroneously concluded as a matter of law that the City of SeaTac
9 responsible official properly issued a threshold Determination of
10 Nonsignificance following review pursuant to the State Environmental Policy
11 Act (SEPA) on July 22, 2016. SeaTac Municipal Code 15.465.600(H)(1)(b)
12 requires Fife Motel Inc. to conduct an analysis of environmental conditions of
13 the park. According to the Hearing Examiner:
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15 “Residents of the mobile home park presented compelling testimony regarding
16 the hardships involved in relocation of their homes to include, finding a vacant
17 space in a mobile home park, disruption of their children’s education in having
18 to change schools, loss of community support, and loss of convenient transit
19 service.” **Facts in Support of this Assignment of Error:**

20 i. The State Environmental Policy Act (“SEPA”) determination of
21 non-significance issued by the City of SeaTac on July 22, 2016
22 concluded that the Mobile Home Park Relocation Plan for the Firs
23 Mobile Home Park “will facilitate future development of the site
24 with projects consistent with the City’s Comprehensive Plan.” In
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1 other words, the SEPA concluded that the Relocation Plan
2 submitted by Fife Motel Inc. for the Firs MHP demonstrated
3 consistency with the City's Comprehensive Plan. However, the
4 Relocation Plan actually contravenes the City's Comprehensive
5 Plan, Housing and Human Services Element, which commits the
6 City to increasing housing options

7 ii. The SEPA approved the initial relocation plan, not the Revised
8 Relocation Plan approved October 17, 2016. The SEPA must be
9 redone to reflect the Revised Relocation Plan.

10 iii. Moreover, the City's Comprehensive Plan commits it to
11 supporting the maintenance of SeaTac's existing mobile home
12 parks as a source of affordable housing. The approval of the
13 SEPA and initial and Revised Relocation Plan violates the City's
14 own Comprehensive Plan.

15 iv. None of the SEPA materials were provided in Spanish to apprise
16 the majority of the Firs residents for whom Spanish is their
17 primary language of the SEPA process, its relationship to the
18 relocation plan, and their right to appeal.

19 v. The failure to ensure language access for the purpose of
20 gathering demographic data essential to the SEPA determination
21 and the Relocation Plan's purported analysis of the impacts of
22 park closure and mitigation options related thereto constitutes
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disparate treatment on the basis of national origin in violation of state law and the federal Fair Housing Act.

vi. Discriminatory conduct justifies overturning land use decisions.

Lutheran Day Care v. Snohomish County, 119 Wn.2d 91, 829 P.2d 746 (1992).

b. Finding no. 2: The Examiner failed to follow prescribed procedures, disregarded duties or abused discretion to the extent that the Examiner erroneously concluded as a matter of law that no SEPA appeals were timely filed. **Facts in Support of this Assignment of Error:**

- i. SMC 15.465 et. seq. inextricably links the SEPA and Relocation Plan requirements. A deficient relocation checklist and SEPA determination prejudiced the approval of the relocation plan and falls within the duty of City staff, and independently it is the duty of the Hearing Examiner, to remedy a deficient SEPA analysis and determination, to mitigate all adverse environmental and human impacts prior to or as part of the review of the proposed Firs Mobile Home Park closing and relocation plan for Firs residents.
- ii. Spanish is the primary language of most Firs residents. They were precluded from reviewing, providing comments, participating in and appealing deficiencies in the City's SEPA assessments and determinations—because SeaTac failed or refused to provide required notice, for example, of SEPA appeal rights to Firs in Spanish.

1 iii. The respondents' failure to provide language access for the
2 purpose of gathering demographic data essential to the SEPA
3 determination and the Relocation Plan's purported analysis of the
4 impacts of park closure and mitigation options related thereto
5 constitutes disparate treatment on the basis of national origin in
6 violation of state law and the federal Fair Housing Act.

7 iv. Discriminatory conduct justifies overturning land use decisions.
8 Lutheran Day Care v. Snohomish County, 119 Wn.2d 91, 829
9 P.2d 746 (1992).

10 c. **Finding no. 4:** The Examiner failed to follow prescribed
11 procedures, disregarded duties or abused discretion to the extent that the
12 Examiner erroneously concluded as a matter of law that the City has
13 established by a preponderance of the evidence that The Firs Mobile Home
14 Park Relocation Plan satisfies all criteria set forth in SMC 15.465.600(H)(1)(a-f).

15 **Facts in Support of this assignment of Error:**

16 i. SeaTac Municipal Code 15.465.600(H)(1)(a) requires Fife Motel
17 Inc. to prepare an inventory of park tenants and their mobile homes
18 to provide data for the SEPA checklist and SEPA analysis of the
19 environmental impacts of mobile home park closure. The
20 inventory also establishes a basis for identifying
21 relocation/mitigation options. The inventory "shall" include tenants'
22 age, income, and number of years in the park; the age and
23 conditions of tenants' mobile homes; and the cost of pad rental,
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1 utility fees, personal utilities, insurance, personal property taxes,
2 and “mobile home security interests”. The inventory form must
3 clearly advise tenants that the disclosure is voluntary and that the
4 purpose is to assess the impact of the proposed closure and
5 applicability of low-income housing assistance programs.

6 ii. The mobile home relocation plan must include an analysis of the
7 inventory, environmental conditions, relocation options, relocation
8 choices, anticipated timing, and coordination plans or actions. The
9 Relocation Plan is fundamentally flawed by the failure of the City to
10 require effective communication with the majority of the adult
11 residents for whom Spanish is their primary language.
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13 iii. Mr. Park’s failure to provide certified interpreters and translators
14 prevented the owner from effectively communicating the
15 inadequate relocation options to the Spanish-language dominant
16 residents, impaired the gathering of accurate information about
17 relocation preferences, fundamentally compromised the SEPA
18 process, deprived the majority of adult residents information
19 regarding the closure timetable, prevented effective coordination
20 and doomed the Relocation Plan.

22 d. **Finding no. 5:** The Examiner failed to follow prescribed

23 procedures, disregarded duties or abused discretion to the extent that the
24 Examiner erroneously concluded as a matter of law that the Examiner had no
25 duty to independently consider the environmental and human impact of the
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proposed closure and Relocation Plan. **Facts in Support of this Assignment**

of Error:

- i. The failure to provide required disclosures and to translate the collection instrument (essential to a proper SEPA determination) into Spanish prevented the collection of complete and accurate data essential to conduct the analysis required by SMC 15.465.600H.1.a.
- ii. The failure to ensure language access for the purpose of gathering demographic data essential to the analysis of the impacts of park closure and mitigation options related thereto constitutes disparate treatment on the basis of national origin in violation of state law and the federal Fair Housing Act.
- iii. SMC 15.465.600H.2.e. tasks City staff with identifying proposed Relocation Plan deficiencies and requiring the owner to remedy them. Because City staff failed to adequately review and analyze Mr. Parks Relocation Plan, it approved an unworkable Relocation Plan, as demonstrated by the fact that about 62 Firs households currently have no viable dwelling to re-locate to.

e. Finding no. 11: The Examiner failed to follow prescribed

procedures, disregarded duties or abused discretion to the extent that the Examiner erroneously concluded as a matter of law that the Examiner has no authority to require a park owner to “start over” and provide all notices, letters,

1 and plans to the tenants in Spanish as neither the RCW nor the SMC require
2 such.

3 **Facts in Support of this Assignment of Error:**

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- i. Throughout the relocation planning process, Mr. Park failed to provide certified interpreters and translators. In those instances when the landlord utilized interpreters or translators, those interpreters and translators failed to attest to the accuracy of their interpretations and translations. For example, the June 11, 2016 meeting hosted by the landlord to discuss relocation utilized the services of a young woman with limited Spanish language proficiency.
- ii. The young woman apparently hired by the landlord, aside from lacking any known certification, did not adequately translate the verbal and/or written information conveyed by the landlord and the relocation team hired by the landlord.
- iii. The landlord provided the residents with a copy of the Relocation Plan in English. Although the landlord also provided a version of the Plan translated into Spanish, the Spanish-language translation lacks the completeness, specificity, and precision of the English-language version.
- iv. The formatting of the Spanish-language version of the Plan is inferior to that of the English-language Plan, including lacking the legibility of the English-language Plan. Significantly, the Spanish-language Plan lacks the full content provided by the English-

language Plan because many of the pages are oriented
incorrectly and cut off the translated text.

- v. The landlord translated only some of the informational notices served on the residents between May and October of 2016. Specifically, the letters dated May 8, 2016 and July 7, 2016 were not translated into Spanish. Petitioners assert that selective—and thereby incomplete and misleading—translation of some but not all relocation-related documents degraded the required relocation process to ineffectiveness, requiring a re-set of date from which the one-year closure time runs or re-starting the process over to ensure that the affected families received adequate information throughout the relocation process.
- vi. The relocation plan indicates that the landlord provides a hotline for the affected residents. Again, Alma Raymundo does not appear to possess any certifications to translate or interpret and any assistance provided by her constitutes disparate treatment.
- vii. Many of the appendices to the Plan lack Spanish language translation.
- viii. To the extent that the City of SeaTac paid for the translation of the Relocation Plan, the City must start over by translating it correctly and into a legible format. SMC 15.465.600H.2.e. requires the City to review the Plan, notify the owner in writing of deficiencies, and require the owner to correct all of the identified deficiencies. The

identification and correction of deficiencies provides the City
extensive discretion to ensure that the owner addresses all
relevant issues related to the relocation.

ix. A Memorandum dated September 15, 2016 from the U.S.
Department of Housing and Urban Development titled Office of
General Counsel Guidance on Fair Housing Act Protections for
Persons with Limited English Proficiency. According to the
memorandum “[b]ecause a person’s primary language generally
derives from his or her national origin, singling out persons for
disparate treatment because they speak a certain language is
typically national origin discrimination.” Here, the City required the
owner to translate the Relocation Plan, but not most of the
exhibits. The failure of the owner and City to translate all of the
content into Spanish, especially that involving limitations on
allowable relocation expenses, constitutes nothing less than
disparate treatment on the basis of national origin in violation of
state law and the federal Fair Housing Act.

x. Discriminatory conduct justifies overturning land use decisions.
See Lutheran Day Care v. Snohomish County, 119 Wn.2d 91,
829 P.2d 746 (1992).

f. **Finding No. 12.a.** The Examiner failed to follow prescribed
procedures, disregarded duties or abused discretion to the extent that the
Examiner erroneously concluded as a matter of law that the inventory meets

the requirements of Section SMC 15.465.600(H)(1)(a). **Facts in Support of
this Assignment of Error:**

- i. Respondent Fife Motel Inc. failed to comply with SMC 15.465.600 H.1.a. when they sought information to prepare the required inventory because they failed to disclose the purpose of the inventory pursuant to SMC 15.465.600 H.1.a.
- ii. The information collection instrument utilized to collect the inventory failed to provide the proper disclosures in English.
- iii. The SeaTac Municipal Code requires the inventory as part of the relocation plan and to inform the SEPA determinations, yet neither contains any substantive analysis of “the impact of the park closure, and to establish a basis for identifying relocation/mitigation options.”
- iv. The Plan asserts that the landlord’s relocation agent met with all of the families individually. Public testimony established that the relocation representative met with each family; therefore the inventory and demographic data provided by the owner is misleading and inaccurate, and the analysis required by SMC 15.465.600H.1.a fatally defective.
- v. Testimony from park residents illuminated the owner’s failure to effectively meet with individual tenants with respect to the preparation of an effective and informative inventory.

1 vi. The failure to ensure language access for the purpose of
2 gathering demographic data essential to the SEPA determination
3 and the Relocation Plan's purported analysis of the impacts of
4 park closure and mitigation options related thereto constitutes
5 nothing less than disparate treatment on the basis of national
6 origin in violation of state law and the federal Fair Housing Act.

7 vii. Discriminatory conduct justifies overturning land use decisions.
8 See Lutheran Day Care v. Snohomish County, 119 Wn.2d 91,
9 829 P.2d 746 (1992).

10 g. **Finding No. 12.b.** The Examiner failed to follow prescribed
11 procedures, disregarded duties or abused discretion to the extent that the
12 Examiner erroneously concluded as a matter of law that the owner did not have
13 to provide the checklist and other environmental documents in Spanish. **Facts in**
14 **Support of of this Assignment of Error:**

15 i. Title VI of the Civil Rights Act of 1964 obligates the City of SeaTac
16 to provide Spanish language interpretation and translation. To-date,
17 none of the City's correspondence or meetings were translated or
18 interpreted.

19 ii. The City itself failed to comply with Title VI of the Civil Rights Act of
20 1964 because it neglected to provide the Relocation Approval letter
21 in Spanish.

22 iii. The City itself failed to comply with Title VI of the Civil Rights Act of
23 1964 because it neglected to provide SEPA related materials

1 pertinent to the approval of the Revised Relocation Plan in Spanish
2 to the residents.

3 iv. The City itself failed to comply with Title VI of the Civil Rights Act of
4 1964 because it refused to provide Spanish-language interpreters
5 at City Council meetings attended by the Firs MHP residents.

6 v. Both the owner and the City failed to provide residents with
7 information in Spanish about their right to appeal the City's
8 approval of the Revised Relocation Plan.

9 vi. Despite the City's duty to host a relocation meeting as required by
10 SMC 15.465.600H.2.b, it delegated the responsibility to the owner.
11 The City itself failed to comply with Title VI of the Civil Rights Act of
12 1964 because the park owner failed to provide effective language
13 translation at the meeting required by SMC 15.465.600H.2.b which
14 occurred on or about June 11, 2016. See facts challenging Finding
15 No. 11.

16 vii. As noted above, to the extent that the City of SeaTac paid for the
17 translation of the Relocation Plan, the City must start over by
18 translating it correctly and into a legible format. As noted, *supra*,
19 SMC 15.465.600H.2.e. requires the City to review the Plan, notify
20 the owner in writing of deficiencies, and require the owner to correct
21 all of the identified deficiencies. The identification and correction of
22 deficiencies provides the City extensive discretion to ensure that
23 the owner address all relevant issues related to the relocation.

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Indeed, the City exercised this discretion to require a translation of the Relocation Plan although the SMC lacks an express translation requirement.

- viii. It was well within the discretion of the City to require the owner to provide Spanish-language access to the Firs families at every stage of the relocation process and in all of the owner's written and verbal communications with the families.
- ix. With respect to the owner of the park, HUD recognizes that failing to explain untranslated documents or translating them inaccurately may constitute discrimination. See Memorandum dated September 15, 2016 from the U.S. Department of Housing and Urban Development titled Office of General Counsel Guidance on Fair Housing Act Protections for Persons with Limited English Proficiency. Petitioners assert that incomplete and inaccurate language translation throughout the relocation process constitutes disparate treatment in violation of state and federal civil rights laws. The City's refusal to ensure consistent language access for the Firs families perpetuates discriminatory housing practices.
- x. Discriminatory conduct justifies overturning land use decisions. See Lutheran Day Care v. Snohomish County, 119 Wn.2d 91, 829 P.2d 746 (1992).

h. **Finding No. 12.c. and 14.G.** The Examiner failed to follow prescribed procedures, disregarded duties or abused discretion to the extent that

1 the Examiner erroneously concluded as a matter of law that the owner provided
2 an adequate list of relocation options. SeaTac Municipal Code
3 15.465.600(H)(1)(c) requires Fife Motel Inc. to provide affected residents a list of
4 relocation options. **Facts in Support of this Error:**

- 5 i. The list of relocation options considered pursuant to SMC
6 15.465.600 H.1.c. was incomplete because it failed to take into
7 account the market's handling of housing applications from persons
8 of Hispanic descent who in some cases may lack a government-
9 issued social security number.
- 10 ii. In addition, some of the communities listed have rents far in excess
11 of the \$590/month currently being paid by Firs' homeowners. For
12 instance, the rents at Kloshe Illahee in Federal Way are over
13 \$900/month. Just listing manufactured housing communities
14 without giving any information about the number of possible
15 vacancies they have, or the lot rent they charge, renders the list
16 worthless.
- 17 iii. In the list of communities, only Bonel will provide guaranteed
18 security of tenure since it is owned by a non-profit. The landlord
19 failed to make it clear to the residents that moving into any of the
20 other communities could result in the homeowners getting a 12-
21 month notice of closure the very next day.
- 22 iv. In addition, why does the Relocation Plan provide the HUD income
23 guidelines for Thurston, Kitsap, and Whatcom counties? It is highly
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unlikely that any of the homeowners from the Firs would choose to move that far away from employment, schools, family and friends.

v. It is axiomatic that irrelevant, inaccurate, or incomplete information is useless. The purpose of SMC 15.465.600H.2.e and other mandatory duties under RCW 59.20 requiring the owner and the City to analyze the impacts of the park's relocation is to provide meaningful and useful information to Firs residents, other agencies, non-profit organizations, lenders and investors to design and execute the Re-location Plan to successfully relocate all Firs residents prior to Park closure.

i. **Finding No. 12.d.** The Examiner failed to follow prescribed procedures, disregarded duties or abused discretion to the extent that the Examiner erroneously concluded as a matter of law that the owner complied with SMC 15.465.600(H)(1)(d) by gathering and coordinating tenant relocation preferences. SeaTac Municipal Code 15.465.600(H)(1)(d) requires Fife Motel Inc. to gather and then coordinate each tenant's housing relocation preferences with others in the park.

Facts in Support of Error:

- i. SMC 15.465.600 H.1.d. required the Fife Motel Inc. to obtain accurate information about resident relocation preferences. Testimony at the public hearing established that the residents' relocation preferences were neither solicited nor addressed in the
- ii. Relocation Plan.

1 j. **Finding No. 12.f.** The Examiner failed to follow prescribed
2 procedures, disregarded duties or abused discretion to the extent that the
3 Examiner erroneously concluded as a matter of law that the Relocation Plan
4 adequately addresses the impacts of park closure on the tenants. **Facts in**
5 **Support of Error:**

6 i. Testimony at the Public Hearing confirmed that many of the families
7 living in the different homes are related and share child care and
8 other household functions. The forced relocation of the Firs families
9 will shatter these family networks that these low-income families
10 rely on to manage their lives. The City should have required the
11 owner to obtain data on the familial status, a protected category
12 under the federal Fair Housing Act and the Washington Law
13 Against Discrimination pursuant to the City's discretion under SMC
14 15.465.600H.2.e. to properly gauge the impact of the relocation on
15 these families and the community.

16 ii. Despite the requirement contained at SMC 15.465H.1.a. to analyze
17 the impact of the park closure, and to establish a basis for
18 identifying relocation/mitigation options, no such analysis is
19 contained in the Relocation Plan or the SEPA documents. Given
20 that SMC 15.465.600H.2.e. requires the City to review the Plan,
21 notify the owner in writing of deficiencies, and require the owner to
22 correct all of the identified deficiencies, the lack of analysis of
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1 Comprehensive Plan impacts in the Plan constitutes a deficiency
2 within the discretion of the City to address.

3 iii. The Relocation Plan contravenes the City of SeaTac's
4 Comprehensive Plan which commits the City of SeaTac to "support
5 the maintenance of SeaTac's existing mobile home parks as a
6 source of affordable housing." Comprehensive Plan Goal 3.8.
7 iv. The City committed itself to minimizing the impacts of mobile home
8 relocation on low- and moderate-income residents. Comprehensive
9 Plan Goal 3.8.
10 v. The City's disregard of its own Comprehensive Plan goals
11 throughout the formulation of the Relocation Plan constitutes a
12 deficiency requiring reversal of approval of the Relocation Plan
13 contrary to SMC 15.465.600H.2.e.
14 vi. The City's complete and total disregard for its own Comprehensive
15 Plan goals throughout the formulation of the Relocation Plan gives
16 rise to an appearance of prejudgment in favor of approval
17 notwithstanding the implications for approval on the City's own
18 Comprehensive Plan goals. Such prejudgment also contravenes
19 state law with respect to the Growth Management Act.

20 k. **Finding No. 14.A.** The Examiner failed to follow prescribed
21 procedures, disregarded duties or abused discretion to the extent that the
22 Examiner erroneously concluded as a matter of law that the erroneous legal
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1 citations contained in the City's notice of approval letter constituted a mere
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3 scrivener's error. **Facts in Support of Error:**
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5 i. The Notice of Approval dated October 17, 2016 cites a municipal
6 code that does not exist.
7
8 ii. The failure of the City to properly cite its own code constitutes more
9 than a mere "scrivener's error" because the incorrect citation: (1)
10 misleads the public about the law underlying the decision to
11 approve the relocation plan; and (2) betrays the Director's
12 prejudgment of the proposed relocation plan.
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14 iii. Determinations of a public agency require the appearance of
15 fairness and fairness in fact. "The United States Supreme Court
16 has stated that the matter of procedural due process requires the
17 appearance of fairness and fairness in fact. Quasi-judicial
18 administrative decisions will be reversed upon a showing of the
19 probability or appearance of conflict or prejudgment." *Westside*
20 *Hilltop Survival Committee v. King County*, 96 Wn.2d 171, 181, 634
21 P.2d 862 (1981) (internal citations omitted).
22
23 iv. The public and the families residing at the Firs Mobile Home Park
24 have a fundamental right to accurate information about the
25 decisions made by the City of SeaTac. The City's misstatement of
26 its own law misleads the public about the legal basis of the City's
decision.

1 v. Moreover, the misstatement of law gives rise to an appearance of
2 prejudgment. The owner of the park submitted three iterations of
3 the Relocation Plan on May 27, 2016, August 30, 2016, and
4 October 7, 2016. Each iteration misstates the law and the City's
5 approval correspondence dated October 17, 2016 adopts the
6 misstatement of law. The City's adoption of the owner's
7 misstatement of law gives rise to an inference that the City failed to
8 act independently and neutrally and betrays the Director's
9 prejudgment of the relocation plan.

10 I. **Finding No. 14.C.** The Examiner failed to follow prescribed
11 procedures, disregarded duties or abused discretion to the extent that the
12 Examiner erroneously concluded as a matter of law that the owner provided
13 adequate service of the final, approved Relocation Plan. **Facts in Support of**
14 **Error:**

15 i. Page 6, paragraph 3, of the Relocation Plan states that "when the
16 official 12-month notice of park closure is provided to all residents,
17 it will be sent by registered mail and also hand-delivered to **all**
18 **residents**" (emphasis added). Upon information and belief, the
19 owner neglected to (1) hand-deliver the Relocation Plan to **all**
20 residents; or (2) properly serve the Plan in accordance with the
21 requirements of RCW 59.21.030. Testimony at the public hearing
22 confirmed hand-delivery to all residents did not occur.
23
24
25
26

- ii. The park owner claims that the Plan “will be hand-delivered to **all residents** of the park.” (emphasis added) See Relocation Report and Plan, p. 7. The declaration provided by the owner confirms that this did not occur.
- iii. Since June of 2016, there have been a number of break-ins in the mail room and many residents have lost their mail. SeaTac Police report C16058190 details damages to the mail boxes reported on November 14, 2016 and report C16057407 details damages to the mail boxes reported on November 9, 2016.
- iv. The Relocation Plan must be served with the notice of park closure. State law requires that notice of park closure required by RCW 59.20.080 to be given to “**all tenants** in writing.” RCW 59.21.030(1). RCW 59.20.300 in turn requires the Notice of park closure to be served on “**each tenant**” “by certified mail **or** personal delivery.” RCW 59.20.300(1)(a) (emphasis added). The declaration provided by the owner confirms that this did not occur.
- v. The City’s position that service of the approved relocation plan falls outside the scope of the administrative appeal conflicts with SMC 15.465.600 section H.2.k. which provides that “[o]nce the relocation plan has been deemed by the Director to be satisfactorily implemented, the City shall issue a certificate of satisfactory completion.” SMC 15.465.600H.2.k. Moreover, SMC

15.465.600H.2.j. requires the owner to provide monthly relocation
1 reports to the City.
2

3 vi. The approval of the relocation plan extends to its implementation.

4 The monthly report and certification requirements confirm that post-
5 approval events are an integral part of the relocation plan such that
6 a failure to serve the plan falls within the scope of this appeal.

7 vii. The City has a duty to make sure that the owner does what the plan
8 says the owner will do, especially when it involves service of
9 process of a statutorily required document that upends the lives of
10 all of the residents of Firs Mobile Home Park.

12 m. **Finding No. 14. E.** The Examiner failed to follow prescribed
13 procedures, disregarded duties or abused discretion to the extent that the
14 Examiner erroneously concluded as a matter of law that the owner properly
15 prepared the required inventory. **Facts in Support of Error:**

16 i. See analysis related to Finding No. 14.f.

17 n. **Finding No. 14. F.** The Examiner failed to follow prescribed
18 procedures, disregarded duties or abused discretion to the extent that the
19 Examiner erroneously concluded as a matter of law that the owner and City had
20 no duty to ensure the translation of the inventory form into Spanish. **Facts in**
21 **Support of Error:**

23 i. “An **inventory** of park tenants and their mobile homes shall be
24 prepared in a format established by the Department (hereinafter
25 referred to as the “department”). **The purpose of the inventory is**

to provide data for the State Environmental Policy Act (Chapter 43.21C RCW) ***checklist*** (hereinafter referred to as the “SEPA checklist”), ***which will analyze the impact of the park closure, and to establish a basis for identifying relocation/mitigation options.*** SMC 15.465.600H.1.a. (emphasis added).

- ii. Respondent Fife Motel Inc. failed to comply with SMC 15.465.600 H.1.a. when they sought information to prepare the required inventory because they failed to disclose the purpose of the inventory pursuant to SMC 15.465.600 H.1.a.
- iii. The SeaTac Municipal Code requires the inventory as part of the relocation plan and to inform the SEPA, yet neither contains any substantive analysis whatsoever of “the impact of the park closure, and to establish a basis for identifying relocation/mitigation options.”
- iv. The Plan asserts that the landlord’s relocation agent met with all of the families individually related to the inventory. Public testimony disputed the Plan’s assertion that the relocation representative met with each family and the inventory and demographic data provided by the owner is compromised. The failure to provide required disclosures and to translate the collection instrument into Spanish prevented the collection of complete and accurate data essential to conduct the analysis required by SMC 15.465.600H.1.a because the majority of the adult residents of the park are Spanish-language dominant.

- 1 v. Public testimony from park residents before the hearing examiner
2 illuminated the owner's failure to effectively meet with individual
3 tenants with respect to the preparation of an effective and
4 informative inventory.
- 5 vi. The failure to ensure language access for the purpose of gathering
6 demographic data essential to the SEPA determination and the
7 Relocation Plan's purported analysis of the impacts of park closure
8 and mitigation options related thereto constitutes nothing less than
9 disparate treatment on the basis of national origin in violation of
10 state law and the federal Fair Housing Act.
- 11 vii. See analysis in paragraph "e.." supra related to Finding no. 11.
- 12 viii. Discriminatory conduct justifies overturning land use decisions. See
13 Lutheran Day Care v. Snohomish County, 119 Wn.2d 91, 829 P.2d
14 746 (1992).

16 **o. Finding No. 14.H.** The Examiner failed to follow prescribed
17 procedures, disregarded duties or abused discretion to the extent that the
18 Examiner erroneously concluded as a matter of law that the owner and City had
19 no duty to ensure the SEPA analyze the impact of the park closure on the net
20 worth of affected families. **Facts in Support of Error:**

- 22 i. SMC 15.465.600H.2.e. provides the City staff broad discretion to
23 identify deficiencies in the formulation and content of the Relocation
24 Plan.

1 ii. The Firs families, whose homes are no longer mobile, are more
2 than tenants. Washington's Constitution and laws generally afford
3 and favor strong property rights protections for tenants, especially
4 for manufactured home owners. Washington's
5 Manufactured/mobile home landlord-tenant act Chapter 59.20 RCW
6 affords manufactured home owners a presumption of one-year
7 leases while Chapter 59.21 RCW provides with relocation
8 assistance.

9 iii. Washington law at Chapter 6.13 RCW confers homestead
10 protections to owners of manufactured homes.

11 iv. The Hearing Examiner perpetuated the City's failure to exercise the
12 discretion to require the park owner to analyze the impact of the
13 relocation on the financial well-being of the residents of the Firs
14 Mobile Home Park.

16 p. **Finding No. 14.I.** The Examiner failed to follow prescribed
17 procedures, disregarded duties or abused discretion to the extent that the
18 Examiner erroneously concluded as a matter of law that the owner and the City
19 had no duty to translate all relocation related materials into Spanish. **Facts in**
20 **Support of Assignment of Error:**

22 i. Neither the Plan nor the exhibits thereto provide any information in
23 Spanish regarding limitations on allowable reimbursements.

24 ii. The majority of the Exhibits to the Relocation Plan were not
25 translated into Spanish.

- iii. A Memorandum dated September 15, 2016 from the U.S. Department of Housing and Urban Development titled Office of General Counsel Guidance on Fair Housing Act Protections for Persons with Limited English Proficiency. According to the memorandum “[b]ecause a person’s primary language generally derives from his or her national origin, singling out persons for disparate treatment because they speak a certain language is typically national origin discrimination.” Here, the City required the owner to translate the Relocation Plan, but not all of the exhibits. The failure of the owner and City to translate all of the content into Spanish, especially that involving limitations on allowable relocation expenses, constitutes nothing less than disparate treatment on the basis of national origin in violation of state law and the federal Fair Housing Act.
- iv. See also the facts related to the challenge of Fining No. 12.b.

q. **Finding No. 14.J.** The Examiner failed to follow prescribed procedures, disregarded duties or abused discretion to the extent that the Examiner erroneously concluded as a matter of law that the owner and the City had no duty to analyze the impacts of the park closure on Madrona Elementary School.

. **Facts in Support of Error:**

- i. The Madrona Elementary School receives federal Title I funds in part because of the diverse population of persons residing at the Firs Mobile Home Park. Indeed, 53.7% of Madrona Elementary

1 students are Hispanic/Latino compared to 37.9% of the district
2 overall.

3 ii. The Firs families consistently expressed a preference to stay in-
4 place or live nearby so that their children can continue attending
5 Madrona Elementary. This information appears nowhere in the
6 Relocation Plan although the families articulated this concern
7 throughout the process and in Council meetings.

8 iii. The Hearing Examiner's refusal to reject the Relocation Plan for its
9 want of analysis with respect to the impacts of the relocation on the
10 education preferences of the families constitutes a deficiency
11 worthy of correction prior to approval of the Relocation Plan.

13 r. **Finding No. 14.K.** The Examiner failed to follow prescribed
14 procedures, disregarded duties or abused discretion to the extent that the
15 Examiner erroneously concluded as a matter of law that he lacked jurisdiction to
16 consider civil rights related issues. **Facts in Support of Error:**

17 i. Section 15.465.600(H)(2)(a-k) of the SeaTac Municipal Code sets
18 forth the "Required Process" related to the Relocation Plan.
19 SeaTac Municipal Code Section 15.465.600(H)(2)(b) required the
20 City of SeaTac to schedule a meeting with tenants. Mr. Pilcher
21 testified that he did not schedule the meeting, but attended a
22 meeting that the mobile home park owner scheduled and which
23 occurred on July 11, 2016 meeting. Mr. Pilcher testified that the
24 owner sent an English-language letter dated July 7, 2016 inviting
25

them to attend the July 11, 2016 meeting which Mr. Pilcher attended. Mr. Pilcher confirmed that: (1) a Spanish language interpreter was present at the meeting, but the City did not pay for the interpreter; and (2) the July 7 letter was not translated and the City did not require its translation.

- ii. The City must comply with Title VI of the Civil Rights Act of 1964 obligates the City of SeaTac to translate documents and provide interpreters.
- iii. Discriminatory conduct justifies overturning land use decisions. See Lutheran Day Care v. Snohomish County, 119 Wn.2d 91, 829 P.2d 746 (1992).

s. **Conclusion 2.** The Examiner failed to follow prescribed procedures, disregarded duties or abused discretion to the extent that the Examiner erroneously concluded as a matter of law that the Director's decision to approve the Mobile Home Park Relocation Plan for The Firs Mobile Home Park issued on October 17, 2016, was legally correct and satisfied all criteria set forth in SMC 15.465.600(H).

t. **Decision on Reconsideration.** The Hearing Examiner failed to follow prescribed procedures, disregarded duties or abused discretion to the extent that the Examiner denied Petitioners' Motion for Reconsideration. The record for the Public Hearing closed on February 2, 2017 and the City of SeaTac Hearing Examiner issued a Report and Decision on February 22, 2017. The Petitioners moved for reconsideration on March 1, 2017 and requested that the

Hearing Examiner vacate his decision and remand the matter back to the City to reconvene a new Public Hearing because he failed to issue his decision in accordance with SeaTac Municipal Code 1.20.140 which mandates that the Hearing Examiner “shall” render a written recommendation or decision within ten days of the hearing. Here, while the record closed on February 2, 2017, the Hearing Examiner did not issue a decision until February 22, 2017. The Hearing Examiner denied the Petitioners Motion for Reconsideration on March 6, 2017.

u. Closing Brief. The Hearing Examiner failed to follow prescribed procedures, disregarded duties or abused discretion to the extent that the Examiner refused to consider Petitioners’ arguments related to unconstitutional gifts provided by the City of SeaTac to the Applicant/Respondent Fife Motel Inc. Mr. Pilcher “testified that translation (of the Relocation Plan) is not required by the code, but he voluntarily asked the owner to translate the plan and the owner complied. Staff asked for the owner’s agreement for the translation. Upon receipt the City hired a third party to verify the accuracy of the translation. The City then opted to have the plan retranslated more accurately. The City’s translation is the version in the final plan.”

The City of SeaTac’s financial assistance to Fife Motel Inc. reflects bias or favoritism and violates the Washington Constitution which holds that “[n]o county, city, town or other municipal corporation shall hereafter give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation...” Const. art. VIII, § 7.

1 **5.2 Misconduct by respondent** Fife Motel, Inc., dba Firs Mobile Home Park,
2 and the president of Fife Motel and manager of The Firs Mobile Home Park, Jong Soo
3 Park and his agents, consultants and attorneys:

4 **5.2.1** Petitioners re-allege and incorporate by reference the facts set forth in each
5 of the preceding paragraphs of this Petition and the facts set forth in the Dec 11,
6 2017 declarations of Helena Benedict, Stephanie Ruiz and Omar Barraza (filed
7 and served in Firs eviction case no. 17-2-30223-6 Kent).

8 **5.2.2** The Due Process Clause of the Fifth Amendment prohibits the government
9 from depriving individuals of their liberty interests, property rights and civil rights
10 without due process of law, and from denying equal protection under the law.
11 Where state or local legislatures granted statutory rights and authorized
12 procedures applicable for protection of vulnerable adults and innocent children,
13 prohibiting age, sex and national-origin discrimination, protecting disabled
14 persons, to notices of closure of mobile home parks, formulation and
15 implementation of the Relocation Plans, minimum substantive and procedural
16 due process rights attach to those statutory and administrative rights. Through
17 their actions above, Messrs. Park and his consultants and attorneys have violated
18 petitioners' constitutional rights.

19 **5.2.3** In addition to previously noted breaches, Mr. Park failed to comply with his
20 duties under RCW 59.20.130, RCW 59.20.134 requiring written receipts, RCW
21 59.20.135 maintenance of common structures, RCW 59.20.150 failure to deliver
22 notices to last known address of tenant. RCW 59.20.020 imposes a duty of good
23 faith "as a condition precedent to the exercise of a right or remedy under this
24
25

chapter." Mr. Park breached his duties to Firs residents, as detailed above, thereby precluding him from enforcing Firs Mobile Home Park closure.

5.2.4 The intent of mobile home park closure and relocation requirements is to permit closure for the purpose of allowing more intensive development that increases housing, business, employment or urban amenities—and generates more governmental revenues and tax receipts—to build a more vibrant, attractive community, in this instance, the City of SeaTac. Mr. Park has neither disclosed nor filed any development applications nor provided any evidence he has done anything toward planning, designing, engineering, and financing a hotel or motel for the Firs property. Indeed, Walt Olson asserted in open court on December 13, 2017 at the unlawful detainer show-cause hearing to evict Firs space 17 resident Stephanie Ruiz, that Mr. Park could evict all Firs residents, regardless of whether any feasible housing alternatives were available to relocate to, seize the Firs residents' property, destroy some 62 manufactured homes, even if *Mr. Park just wanted to fence the property and watch weeds grow.* Mr. Park's staying eviction of all Firs residents as here requested would not materially prejudice Mr. Park's nor SeaTac's rights, but failure to provide such relief to petitioners would unconstitutionally infringe Firs Mobile Home Park residents fundamental property and civil rights. Mr. Park's evictions under the circumstances is impermissible. See, *Yee v. City of Escondido*, 503 U.S. 519 (1992).

VI. REQUEST FOR RELIEF

Wherefore, Petitioners respectfully request the Court to:

1 6.1. Stay and suspend all action to implement the Land Use Decision here
2 under review pursuant to RCW 36.70C.100;

3 6.2. Reverse SeaTac's October 17, 2016 decision approving the applicant's
4 relocation plan;

5 6.3. Reverse the Hearing Examiner's February 22, 2017 Land Use Decision;

6 6.4. Reverse the Hearing Examiner's March 6, 2017 Land Use Decision on
7 Reconsideration;

8 6.5. Enter an Order reversing the City of SeaTac's approval of the Relocation
9 Plan submitted by Fife Motel Inc. which it approved on October 17, 2016.

10 6.6 Enter an Order staying the closure of the mobile home park still technically
11 set for October 31, 2017 (but for the Court's May 26, 2017, Order on Initial Hearing, as
12 clarified by the Court's December 15, Order on Respondent SeaTac's Motion to Strike)
13 to a date following the final determination of this LUPA appeal, or when all homeowners
14 and residents of The Firs Mobile Home Park are successfully relocated to new housing,
15 whichever date is later.

16 6.7 Pursuant to RCW 36.70C.100 or other applicable law, without security, A)
17 enjoin and restrain harassment by respondents and B) stay eviction proceedings
18 against individual Firs Mobile Home Park households, including enforcement of all writs
19 of restitution, or orders providing for or allowing removal of Firs residents' property, and
20 moving, damaging or destroying or interfering with the use and enjoyment of Firs
21 homes—to mitigate or prevent further irreparable harm and unconstitutional deprivation
22 of property rights—of all Firs Mobile Home Park residents, pending final determination
23

of this LUPA appeal, or when all homeowners and residents of The Firs Mobile Home Park are successfully relocated to new housing, whichever date is later.

6.8 Impose sanctions against Mr. Park and/or Mr. Olsen, in favor of petitioners for wrongful harassment, threats and intimidation suffered by petitioners.

6.9 Award petitioners their actual reasonable attorney fees, costs and expenses incurred in pursuing this petition; and

6.10 Award such additional and further relief as the Court finds just and equitable.

Respectfully submitted this 22nd day of December 2017.

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DECLARATION OF SERVICE

The undersigned declares:

I am over the age of majority, am competent to testify herein and do so on personal knowledge.

On the date entered below I electronically served at their respective email address the foregoing petitioners' first amended petition to the following attorneys of record:

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I certify under penalties of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed on December 22, 2017, at Seattle, WA.

The Public Advocate, n.c.

Henry E. Lippek

Henry E. Lippek, WSBA No. 2793,
*Co-counsel for First Mobile Home Park
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